

Doc. # 5072  
ADOPTED 7/14/88

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

RE: FINAL DESIGNATION OF REDEVELOPER  
APPROVAL OF FINAL WORKING DRAWINGS AND SPECIFICATIONS  
AND PROPOSED DISPOSITION OF PARCEL SWC-3 IN THE ROSLINDALE  
SECTION OF THE CITY

WHEREAS, The Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of Roslindale Study Area projects including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Urban Access, Inc. has expressed an interest in and has submitted a satisfactory proposal for the development of Disposition Parcel SWC-3 on Cliffmont Street in Roslindale, and

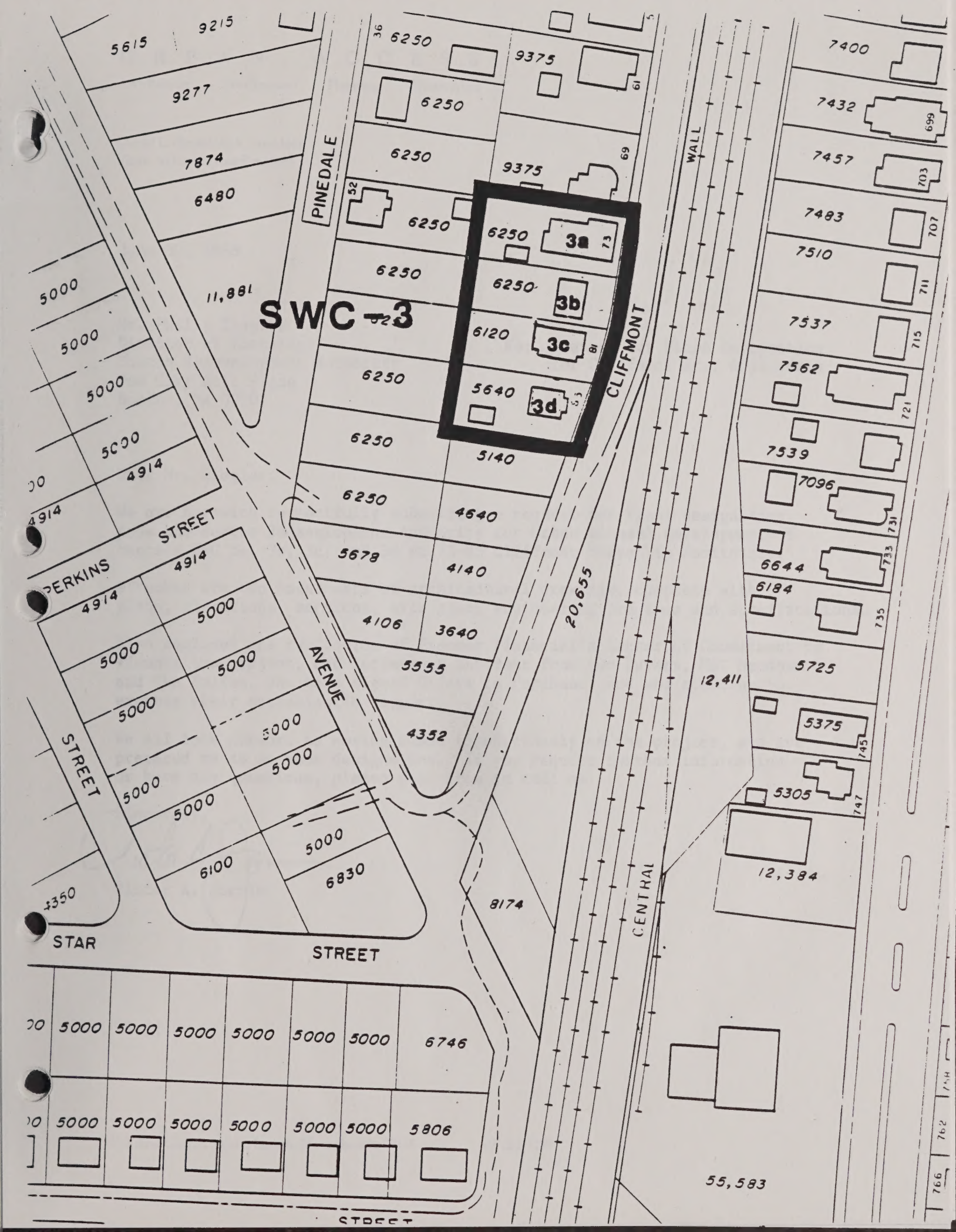
WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Urban Access, Inc. be, and hereby is, finally designated as Redeveloper of Parcel SWC-3 in Roslindale.
2. That it is hereby determined that Urban Access, Inc. possesses the qualifications and financial resources necessary to acquire and develop this land with the Plan for Roslindale.
3. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Final Working Drawings and Specification submitted by Urban Access, Inc. for the development of Parcel SWC-3 be, and hereby are, approved.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.
6. That the Director is hereby authorized for and on behalf of the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement and Deed conveying Parcel SWC-3 to Urban Access, Inc., said documents to be in the Authority's usual form.
7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).







# U R B A N   A C C E S S

Architecture    Development    Planning    Preservation

Daniel L. Ocasio AIA, President  
Victor A. Jorrin, Vice President

June 30, 1988

Mr. Philip Ziegler  
Director of Planning  
Boston Redevelopment Authority  
One City Hall Plaza  
Boston, MA 02201

Re: Request for Final Designation  
for Cliffmont St., Roslindale

Dear Mr. Ziegler:

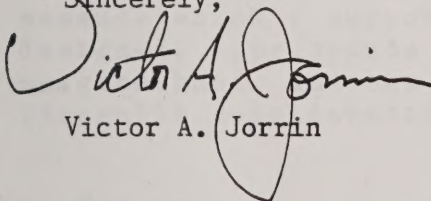
We are herewith respectfully submitting a request for final designation from the Boston Redevelopment Authority for Urban Access' development of Parcels SWC 3a, 3b, 3c, and 3d at 73-85 Cliffmont Street in Roslindale.

Attached are two bound sets of architectural drawings, complete with plans, elevations, sections, site plan, engineering drawings and specifications.

Also enclosed are two copies of Pioneer Financial's Letter of Commitment to finance the project, and letters of interest from two buyers, Ms. Mandosa and the Rolfes, who have signed Offers to Purchase, and who continue to express their enthusiastic support.

We all look forward to moving ahead expeditiously on the project, and are prepared to do so upon designation. If you require further information or have any questions, please feel free to call me.

Sincerely,



Victor A. Jorrin

VJ:jj



THOMAS M. MENINO  
DISTRICT 5  
725-3510

Boston City Council

NEW CITY HALL  
ONE CITY HALL SQUARE  
BOSTON, MASSACHUSETTS 02201

RECEIVED  
DEC 21 1987

COMMITTEES:

NEIGHBORHOOD & CITY SERVICES  
(Chairman)  
SPECIAL COMMITTEE ON HOMELESS

December 14, 1987

Mr. Stephen Coyle, Director  
Boston Redevelopment Authority  
Boston City Hall  
One City Hall Square  
Boston, MA 02201

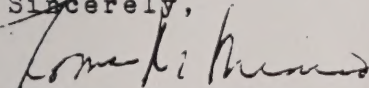
Dear Mr. Coyle:

Urban Access of Boston has submitted a proposal to develop four units of affordable housing in Roslindale on the Southwest Corridor. The parcels are SWC-3a, 3b, 3c, and 3d.

In addition to affordability, there are several factors that make this proposal unique and desirable. The housing will consist of four single family homes that will reflect that existing neighborhood character. The units will be presold, with one of these reserved for a local family. The project and the design is enthusiastically supported by several abutters. In fact, it was an abutter to the actual site that approached Urban Access about developing the parcel because of its experience and sensitivity in neighborhood concerns.

In order for the units to remain within the context of affordability, the BRA must write down the land costs, a measure which I support. Inasmuch as the project is well designed, appropriate to the scale and character of the neighborhood, and has neighborhood support, it deserves your favorable consideration.

Sincerely,

  
Thomas M. Menino

871218-005



June 6, 1988

Boston Redevelopment Authority  
City Hall  
Boston, Ma.

RE: Urban Access Project to Develop  
Cliffmont Street, Roslindale

Dear Authority:

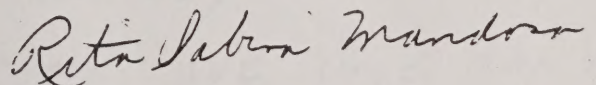
In anticipation of your final designation of Urban Access as the developers of four (4) parcels of land on Cliffmont Street, Roslindale, I wish to reaffirm my interest in purchasing one of the affordable units, specifically the one to be constructed on the second parcel from number 69 (my parents' home).

In this regard I have been getting my finances in order (have obtained a \$5,000. pay raise, now effective) and have been in communication with MHFA. I understand that Urban Access may be applying for a "set aside" of MHFA funds, and if available I intend to go that route. Plans are tentatively set for the formal application process, complete with down payment, to occur in September.

At this time I'd like to reiterate my enthusiastic support of the very fine design for the site submitted by Urban Access. My two daughters and I hope that you will speed the process along by granting, without further delay, the final designation to Victor Jorin and his associates at Urban Access.

Thank you for your assistance.

Sincerely,



Rita Sabina Mandosa  
3 Langdon Square  
Cambridge, Ma. 02138

H: 492-0143  
W: 565-2646 (JFK Bldg.)

# Boston REDEVELOPMENT AUTHORITY

6.15.88

MI, MIKE AND MARY ROLFES  
39 ROBESON ST.  
J.P. MASS 02130

RE: CLIFFMONT ST. ROSLINDALE

WE are writing this Letter to express our continued support and desire to purchase one of the affordable homes that URBAN ACCESS will be building on CLIFFMONT ST. Roslindale. WE remain in the moderate income bracket and are aware and have the downpayment to encourage the process moving forward. We have been to several banks to evaluate our mortgage potential and the information is positive as long as we buy in the affordable range for moderate income. We urge the BRA to give the go ahead for this development, as we and the abutters and neighbors are all in agreement on this matter and are looking forward to the single family homes beautifying and adding a sense of neighborhood and charm.

Sincerely, Michael A. Rolfes  
Mary A. Rolfes





**Pioneer  
Financial**

A COOPERATIVE BANK

**received**  
MAY 4 1988

46 Pleasant Street  
Malden, MA 02148  
Telephone (617) 321-3700

May 2, 1988

Urban Access, Inc.  
Daniel L. Ocasio, Individually  
Victor A. Jorrin, Individually  
230 West Canton Street  
Boston, MA 02116

RE: Cliffmont Street  
Roslindale, MA  
Parcels: SWC-3A  
SWC-3B  
SWC-3C  
SWC-3D

Gentlemen:

We are pleased to inform you that based upon the information provided by you to the Bank a Construction Loan on the above referenced property has been approved, subject to the terms and conditions specified, which supersede any previous terms or conditions.

BORROWER: Urban Access, Daniel Ocasio & Victor Jorrin

LOAN AMOUNT: Construction Loan: \$461,000.00

COMPLETION DATE: 12 Months

TERM: 12 Months from the date of Closing

RATE OF  
AMORTIZATION: None, interest only.

CONSTRUCTION  
LOAN INTEREST  
RATE: Prime Rate as published in the Wall Street Journal and as defined in the Mortgage Note plus two percent (2%) adjusted monthly, with a minimum of nine percent (9.75%). The Prime Rate as of thirty (30) days prior to each Adjustment Date will be the effective rate as of each Adjustment Date.

CLOSING  
DISBURSEMENT: Approximately \$25,000

PROPERTY: Cliffmont Street, Roslindale, MA  
Parcels: SWC-3A, SWC-3B, SWC-3C, SWC-3D

ORIGINATION  
FEE: An Origination Fee equal to two percent (2%) Construction Loan Amount will be due at the loan closing and shall be deemed earned when paid.



LETTER OF PRECONSTRUCTION PURCHASE COMMITMENT BY ABUTTER

A letter of preconstruction purchase commitment from an abutter to the site follows.

Urban Access is aware that another abutter is proposing the development of one of the four parcels at 73-85 Cliffmont St. in Roslindale. If this individual receives designation for development, Urban Access would welcome partial designation, and would be prepared to work with this individual to achieve a mutually agreeable and compatible design solution for the parcels, if necessary.







RIDER TO OFFER TO PURCHASE REAL  
ESTATE AGREEMENT

The parties to this agreement Urban Access and Rita S. Mandosa, agree that the \$130,000.00 figure represents the average cost of each of the 3 or 4 units and does not represent the cost of the unit Ms. Mandosa is interested in purchasing. The actual price of the unit Ms. Mandosa is offering to purchase is in the "affordable" housing category of from approximately \$80,000.00 - \$95,000.00.

Urban Access  
URBAN ACCESS

Rita S. Mandosa  
RITA S. MANDOSA

Dec 11, 1987



Urban Access, Daniel Ocasio & Victor Jorrin  
May 2, 1988  
Page 2

**DURATION:** This Commitment shall expire if not accepted by the borrower  
\* by May 10, 1988 and, if accepted, shall remain in effect  
\* until June 10, 1988. If the loan is not closed by that date due to the Borrower's inability to satisfy the terms of this Commitment, all obligations of the Bank to the borrower shall terminate.

**PREPAYMENT:** No prepayment penalty. Principal sum due and payable 12 months from the date of closing.

**SECURITY:** The Mortgage Note will be secured by a first mortgage on the Property, a first security interest in all personal property and fixtures located on and used in connection with the Property, a conditional assignment of leases and rents, if any, of the Property, and a loan agreement.

**GUARANTORS:** Daniel Ocasio & Victor Jorrin and any person having a legal or beneficial interest in the Property who does not execute the Mortgage Note.

**DEFAULT INTEREST RATE:** 5% over the Construction Loan Interest Rate.

**LATE CHARGE:** The Bank at its option may assess a late charge in the amount of five percent (5%) on any payment not received by the 15th day after the due date of such payment.

**TAX ESCROW:** The Bank shall have the option of paying unpaid real estate taxes from unadvanced funds.

**GENERAL CONDITIONS:**

**1. Approvals:**

The Bank or its counsel shall approve each instrument or document required to be furnished by the Borrower pursuant to this commitment and ancillary documents. Such approval shall be as to both form and substance, and shall be determined by the Bank or its counsel in their sole discretion and judgment. The Bank or its counsel may require such further instruments, documents or assurances as they may reasonably deem necessary to protect the interests of the Bank prior to or at closing or during the term of the loan. Any such documents may contain terms or provisions supplementary to the terms contained in this commitment.





Urban Access, Daniel Ocasio & Victor Jorrin  
May 2, 1988  
Page 3

2. Damage to Premises:

At the loan closing, no part of the Property or any improvements thereon shall have been damaged without restoration to the Bank's satisfaction, nor taken in condemnation or other title proceeding, nor shall any such proceeding be pending or threatened.

3. Compliance with Zoning and Other Laws:

Prior to the loan closing the Borrower shall submit written evidence in form and substance satisfactory to the Bank's counsel that the Property, all improvements existing and/or proposed thereon and the existing and proposed use thereof, are in complete compliance with all zoning and subdivision laws, building and health codes, environmental laws and other laws and regulations applicable to the Property and the use thereof, and that all necessary licenses and permits have been issued to permit the rehabilitation of the Property as contemplated.

4. Survey:

Prior to the loan closing, the Borrower shall provide the Bank's counsel with a survey by a license surveyor's or civil engineer's certificate thereon, dated within thirty (30) days prior to such delivery, showing the Property, the dimensions and the area thereof, dimensions and locations of all improvements, utilities, parking areas, driveways, easements, and location of any wetlands, zoning district lines, adjoining streets, and distance to and name of the nearest intersecting street. In the event that such a survey or any mortgage plot plan in lieu of a survey is obtained by the Bank or by the Bank's counsel then the cost of such survey or mortgage plot plan shall be paid by Borrower. No such survey or mortgage plot plan shall be satisfactory unless it discloses:

- (a) that the Property has access to a public way;
- (b) that there are no encroachments of any buildings on the Property onto adjoining property;
- (c) that there are no encroachments of any buildings on adjoining property onto the Property;



Urban Access, Daniel Ocasio & Victor Jorin  
May 2, 1988  
Page 4

4. Survey (continued):

- (d) that the Property conforms to local zoning regulations;
- (e) whether the Property lies in a federal flood hazard zone.

5. Leases:

At least three (3) days prior to the loan closing the Borrower shall submit to the Bank's counsel copies of all leases, if any, affecting the Property. The Bank shall have the right to approve the terms of such leases as a condition to making the loan, and the Borrower shall certify at the loan closing that such leases remain in effect. At the Bank's option, approval of such leases may be conditioned on obtaining recordable subordination agreements from any or all lessees in form acceptable to the Bank's counsel.

6. Option:

The Bank may require an opinion of Borrower's counsel as to the validity and enforceability of the bank's rights under the loan documents, such opinion to be in the form and substance satisfactory to the Bank's counsel. In addition the Bank may require such other opinions as it deems necessary in its sole discretion, all at the expense of the Borrower.

7. New Hampshire Compliance

To be determined by Bank Counsel

8. Title Insurance:

The Borrower agrees to provide the Bank with an ALTA Lenders Title Insurance Policy in Form, substance and insurer satisfactory to the Bank's counsel without exception for:

- a) parties in possession;
- b) matters which an accurate survey would disclose;
- c) mechanics' liens;





Urban Access, Daniel Ocasio & Victor Jorrin  
May 2, 1988  
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9. Property Insurance:

The Borrower shall keep each unit comprising the Property adequately insured with fire and broad form extended coverage insurance policies for 100% of their full replacement value, which in no event shall be less than the amount of the loan unless specifically agreed to in writing by the Bank. The Borrower will deposit with the Bank original policies for such insurance naming the Bank as loss payee under a standard mortgagee clause. The insurance shall include builder's risk coverage on the Property. The Bank reserves the right to request additional insurance coverage including but not limited to flood, earthquake, HVAC and contingent liability from the operation of any building laws as they may pertain to nonconforming property. All policies shall contain a provision requiring at least 30 days advance notice to the Bank before any policy cancellation or modification.

10. Liability Insurance:

The Borrower shall carry prudent amounts of liability insurance protecting the Borrower and the Bank against any accident or occurrence in or on the Property, and certificates of such insurance shall be furnished to the Bank on demand.

11. Insurance premiums:

The Bank will require evidence at the closing of the loan that the current premiums for property insurance and liability insurance have been paid by the Borrower.

12. Representations:

All representations made by the Borrower to the Bank with respect to obtaining the loan shall be deemed to be material and relied upon by the Bank in issuing this commitment and shall survive the closing of the loan.

13. Financial Conditions of Borrower:

If the Property or the Borrower shall be the subject of any pending or imminent litigation, or if the Borrower or any person or entity comprising the Borrower shall be the subject of any bankruptcy, reorganization or insolvency proceeding, or if the Bank's sole opinion there shall be any material





Urban Access, Daniel Ocasio & Victor Jorrin  
May 2, 1988  
Page 6

13. Financial Condition of Borrower continued:

adverse change in any facts upon which the Bank has relied in making this commitment between the date of issuance of this commitment and the date of closing, the Bank shall have the right not to close the loan.

14. Financial Statements; Audits:

(a) Prior to the closing the Borrower and any Guarantor of the Borrower's obligations will submit current personal financial statements in form and substance satisfactory to the Bank.

(b) The Borrower and any Guarantor of Borrower's obligations will be required within ninety (90) days of the end of their respective fiscal years to submit to the Bank financial statements either audited (if any audit is conducted) or certified by a person who is an officer or owner of Borrower or guarantor of Borrower's obligations as applicable and who has knowledge of such facts and submits the same as true to the best of his knowledge. Financial statements to be submitted hereunder include income and expense statements for the Property either audited or certified by Borrower to be true to the best of Borrower's knowledge. the Bank has the right to require the financial statements submitted by the Borrower with respect to the property to be audited at Borrower's sole cost and expense by an accountant reasonably satisfactory to the Bank in accordance with generally accepted accounting principles.

15. Transfers of Borrower's Interest:

The identity of the Borrower is of material importance to the Bank. This commitment and any collateral for the loan shall not be assigned or transferred by the Borrower, nor may there be any sale or transfer of ownership of any legal or equitable interest in the Borrower without the Bank's prior express written consent. No junior mortgage or encumbrance on the Property will be allowed without the Bank's prior written consent. In the event that the beneficial or legal ownership of the Property shall be transferred without the Bank's consent or if any mortgage or other encumbrance shall be placed on the Property without the consent of the Bank then the Bank may at its option cause the Mortgage Note to be due and payable.





Urban Access, Daniel Ocasio & Victor Jorrin  
May 2, 1988  
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16. Future Advances:

Any mortgage or other instrument of security given to secure Borrower's obligations under the loan shall also secure any extensions, renewals or modifications of the loan and any other obligations or liabilities of the Borrower to the Bank whether arising prior to or subsequent to the closing of the loans.

17. Expenses:

If this commitment is terminated for any reason other than the fault of the Bank, the Borrower agrees to pay for all expenses, fees, and charges in respect of the loan or in any way connected therewith, including, without limitation, appraisal fees, legal fees, architects' and engineers' fees, survey costs, brokerage commissions, title costs, recording costs or stamps, or any such customary and reasonable expenses as are normally and reasonably incurred in connection with the processing and/or consummation of the loan. Payment of such costs shall be in addition to and not out of the proceeds of the commitment fee referred to herein.

19. Brokerage:

The Borrower shall be solely responsible for the brokerage commission or fee which may be claimed or be payable in connection with the issuance of this commitment or the making of the loans, and the Borrower hereby agrees to indemnify and hold the Bank harmless from and against any such claim.

20. Participation:

The Bank reserves the right in its sole discretion to participate with other lending institutions in making the loan and to participate or sell the loan to other lending institutions:

21. Limitation of Liability:

None of the Bank's depositors, directors, officers, counsel or agents shall be liable personally hereunder for any action taken with respect to the Borrower's application, this commitment or the closing of the loan. The Borrower, upon acceptance hereof, agrees that in the event of a dispute with respect to this commitment or any loan pursuant hereto, the Borrower will look solely to the Bank for any performance of any obligations or for any other claims.



Urban Access, Daniel Ocasio & Victor Jorin  
May 2, 1988  
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22. Special Provisions:

The Special Provisions if any attached as Exhibit B are incorporated herein and made a part hereof.

23. Survival of Commitment:

Except as explicitly altered by the provisions of the loan documentation executed hereunder, the terms and provisions of this commitment shall survive a closing and shall continue in effect for so long as the loan transaction entered into hereunder, as the same may be from time to time extended or amended, remains outstanding.

24. Specific Conditions:

See attached.

Please sign, date and return the original copy of this letter together with the commitment fee on or before May 05, 1988. This commitment shall be void if not executed and returned by that date, and this commitment shall terminate if the loan closing does not occur by June 05, 1988. \*If the loan is not closed due to any failure of the Borrower to comply fully with the terms of this commitment within the required time, the Borrower will pay the commitment fee in addition to other expenses to which the Bank is entitled under this commitment.

Upon receipt of your acceptance and commitment fee, we will forward a copy to the Bank's counsel who will be:

Mark McQue  
400 Atlantic Ave  
Boston MA 02110  
350-0448

\* Borrower accepted commitment on June 30, 1988.





Urban Access, Daniel Ocasio & Victor Jorin  
May 2, 1988  
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At that time kindly contact the Bank's counsel to arrange for the loan closing.

Very truly yours,

PIONEER FINANCIAL, A COOPERATIVE BANK

BY: Edward T. Cousineau  
Edward T. Cousineau  
Vice President Lending

ACCEPTED ON THE TERMS AND CONDITIONS HEREIN CONTAINED

BORROWER:

Victor A. Jorin  
Daniel Ocasio

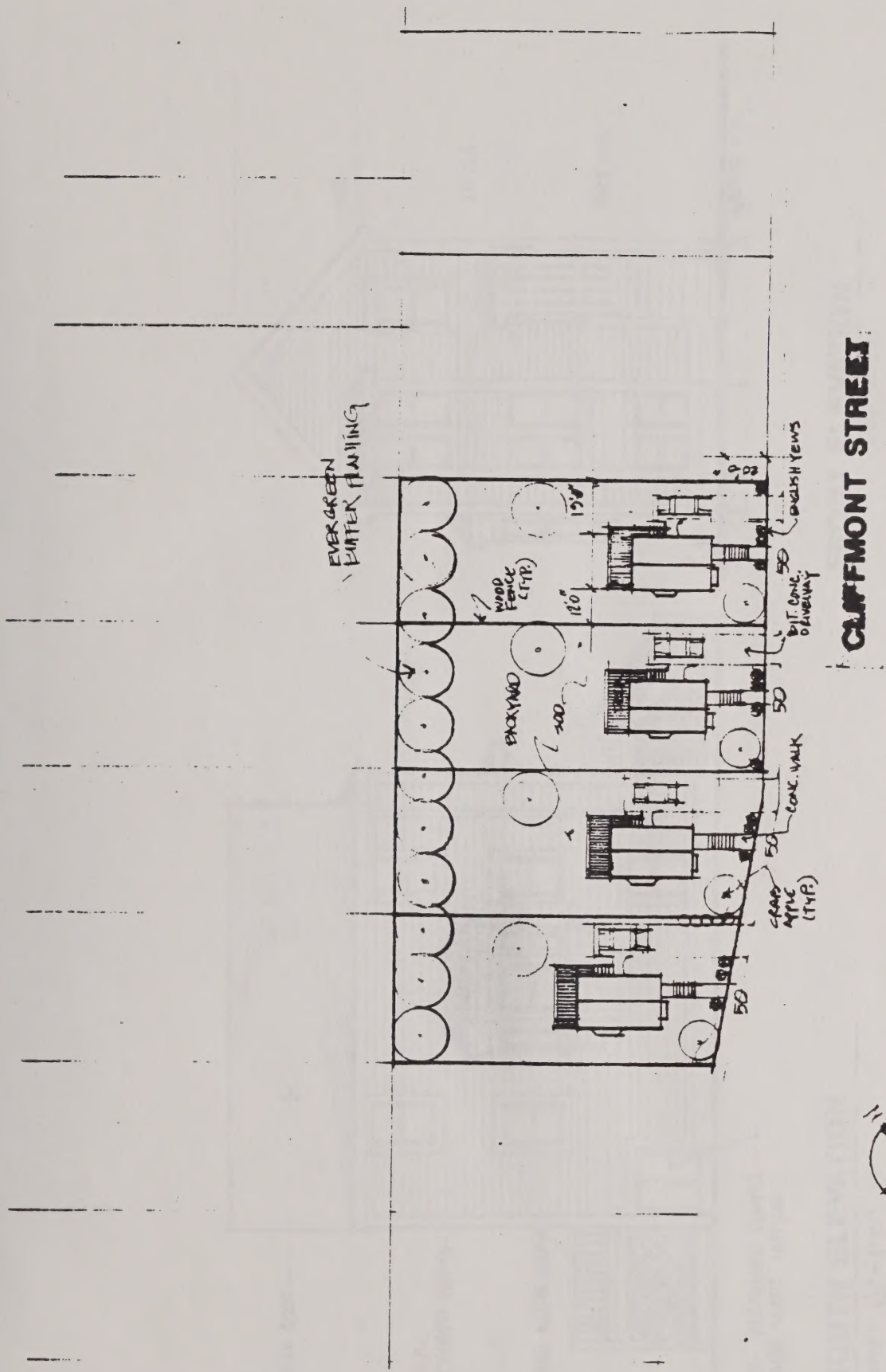
June 30, 1988  
Date



## SPECIAL CONDITIONS

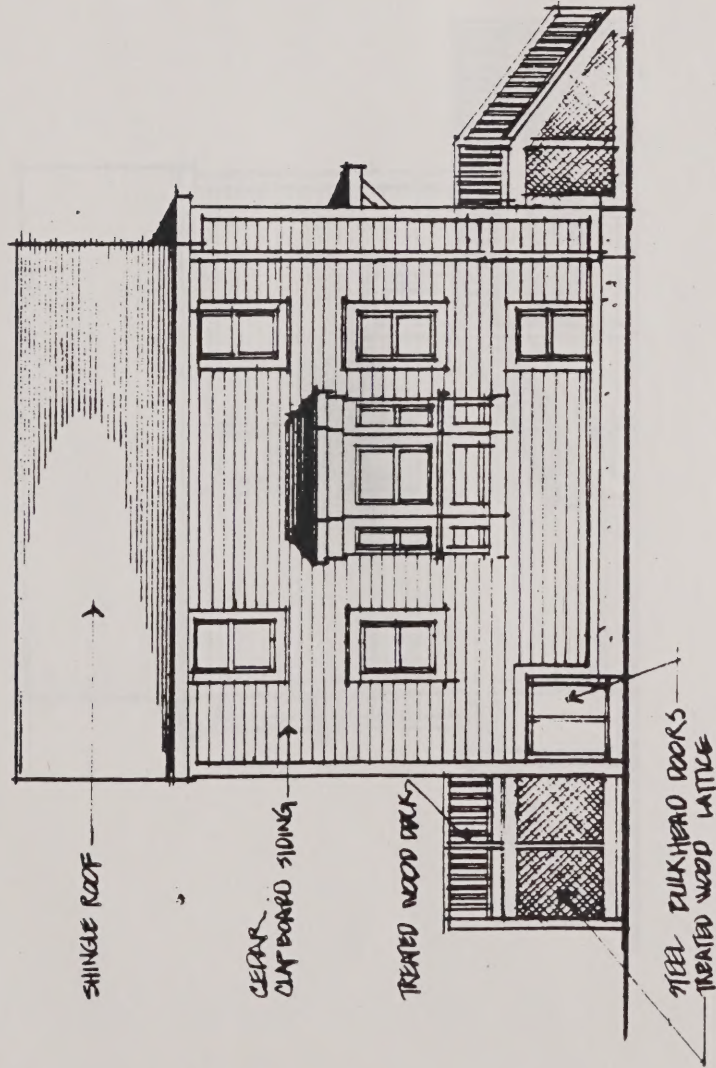
1. Building Permit for 4 Sites
2. Loan Amount reduction will reduce funding of developer fee to zero and A & E to \$19,000 on soft costs for loan.
3. Partial release of 95% of Sales price on both affordable income units and 90% of sales price in market units.
4. Itemized AIA Schedule to bank on project and review
5. Borrowers to sign individually on closing documents
6. Copy of all finalized BRA Documents to bank and bank counsel and review of same prior to closing.
7. Set of detailed plans, specs and site plans to bank and bank inspector.
8. Signed construction loan agreement.
9. Copy of approved subdivision plan.





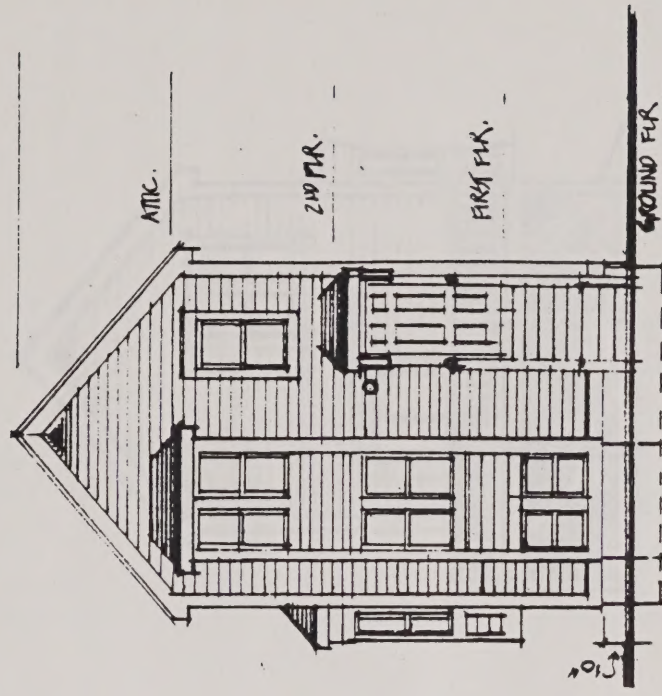
4 SINGLE FAMILY UNITS  
 @ 1512 sq ft  
 1 PARKING SPACE PER UNIT

**SITE PLAN**  
 SCALE: 1/4" = 10'-0"



**SOUTH ELEVATION**

SCALE: 1/8" = 1'-0"



**FRONT ELEVATION**

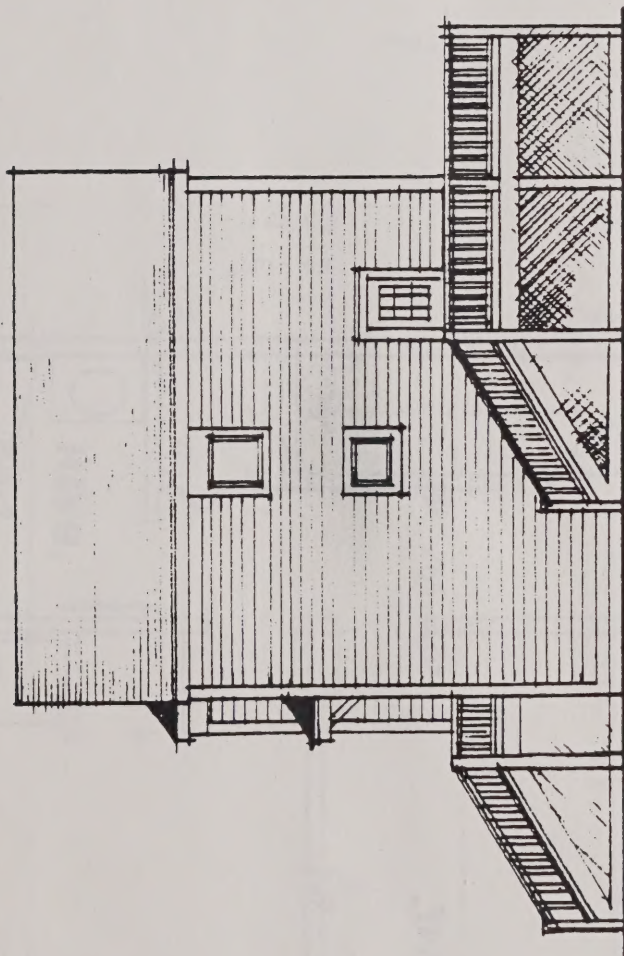
ATTIC.

2ND FLR.

FIRST FLR.

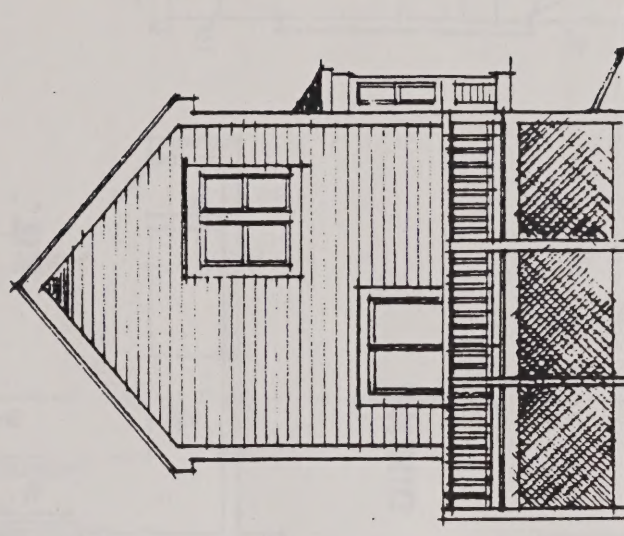
GROUND FLR.



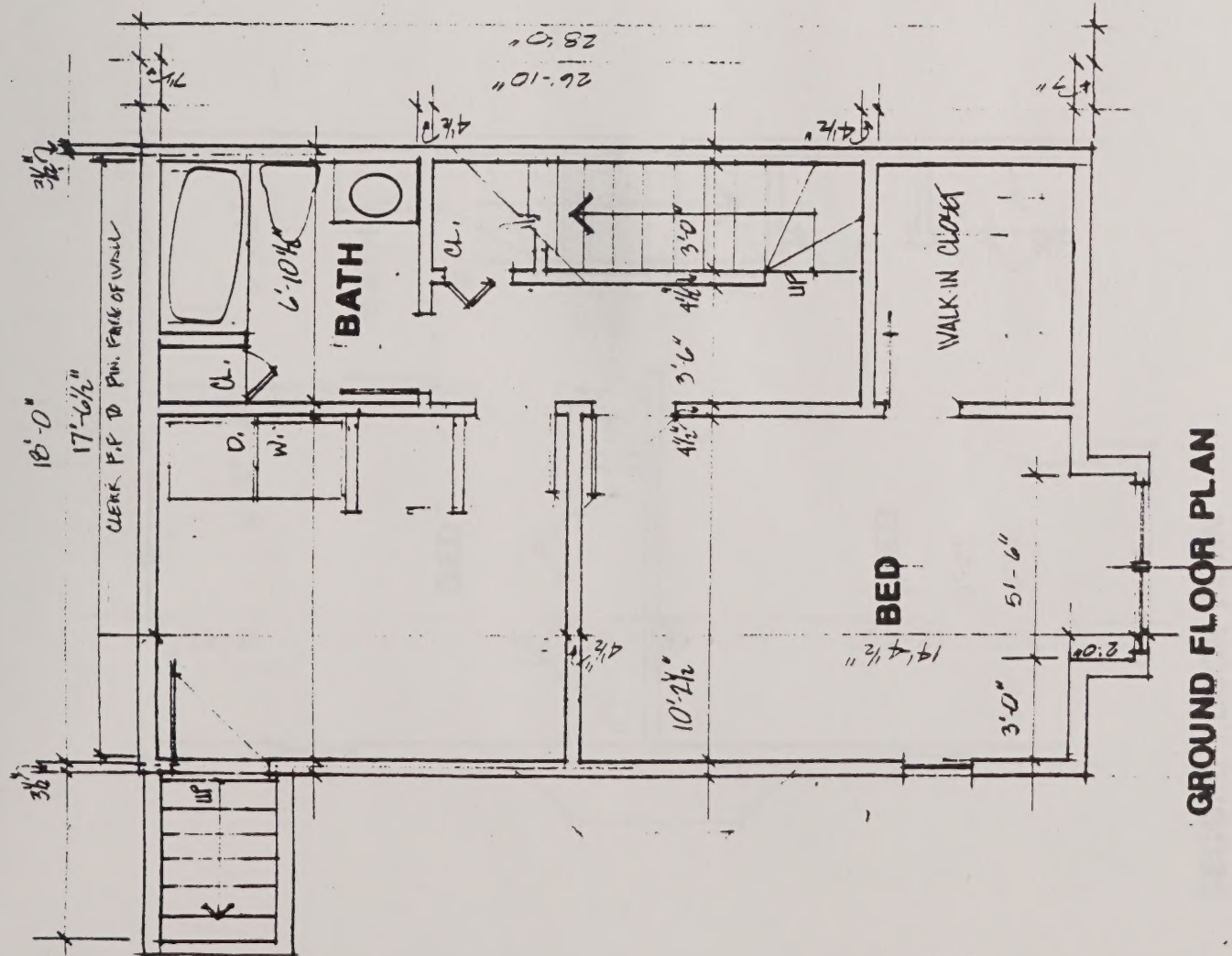
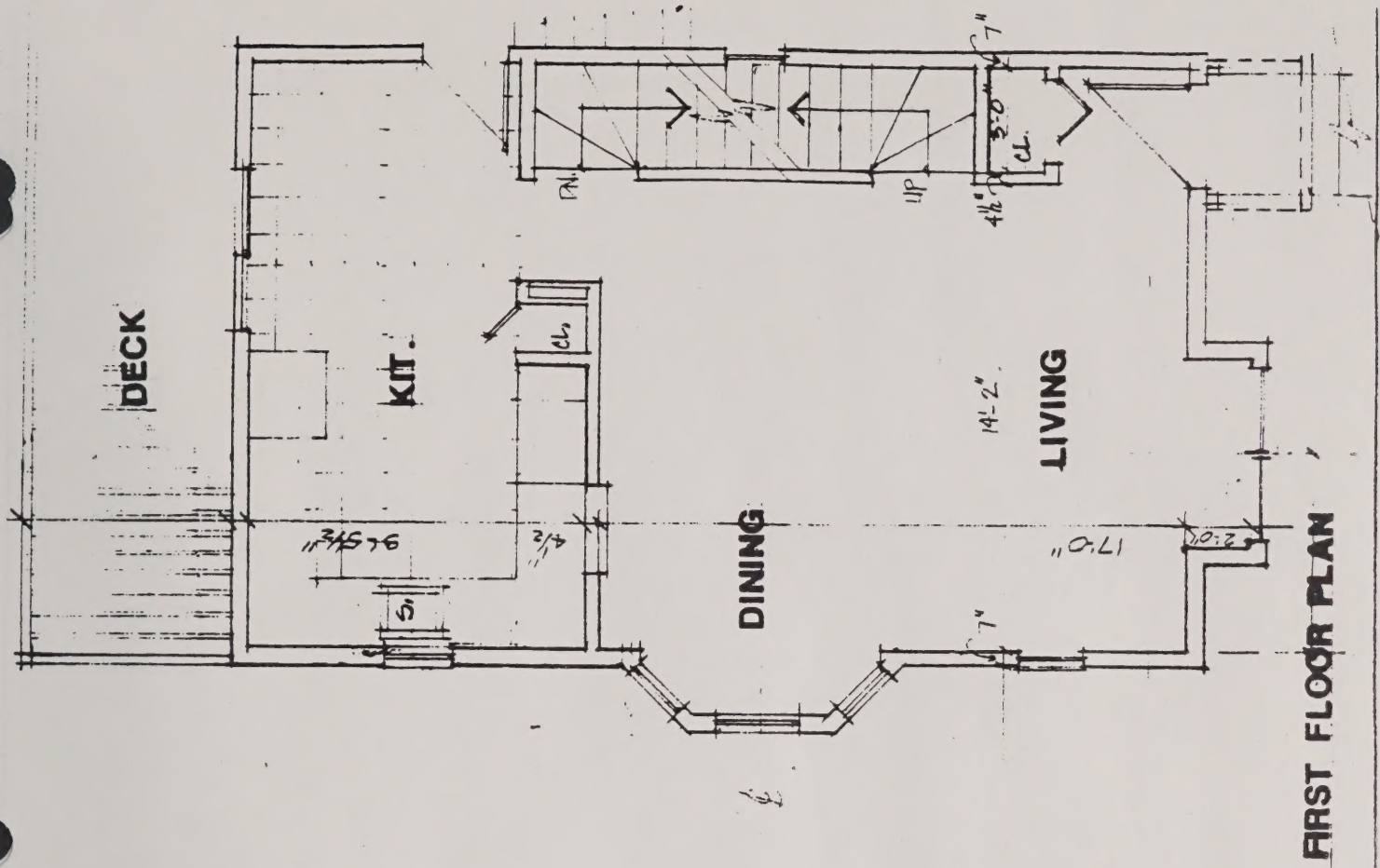


**NORTH ELEVATION**

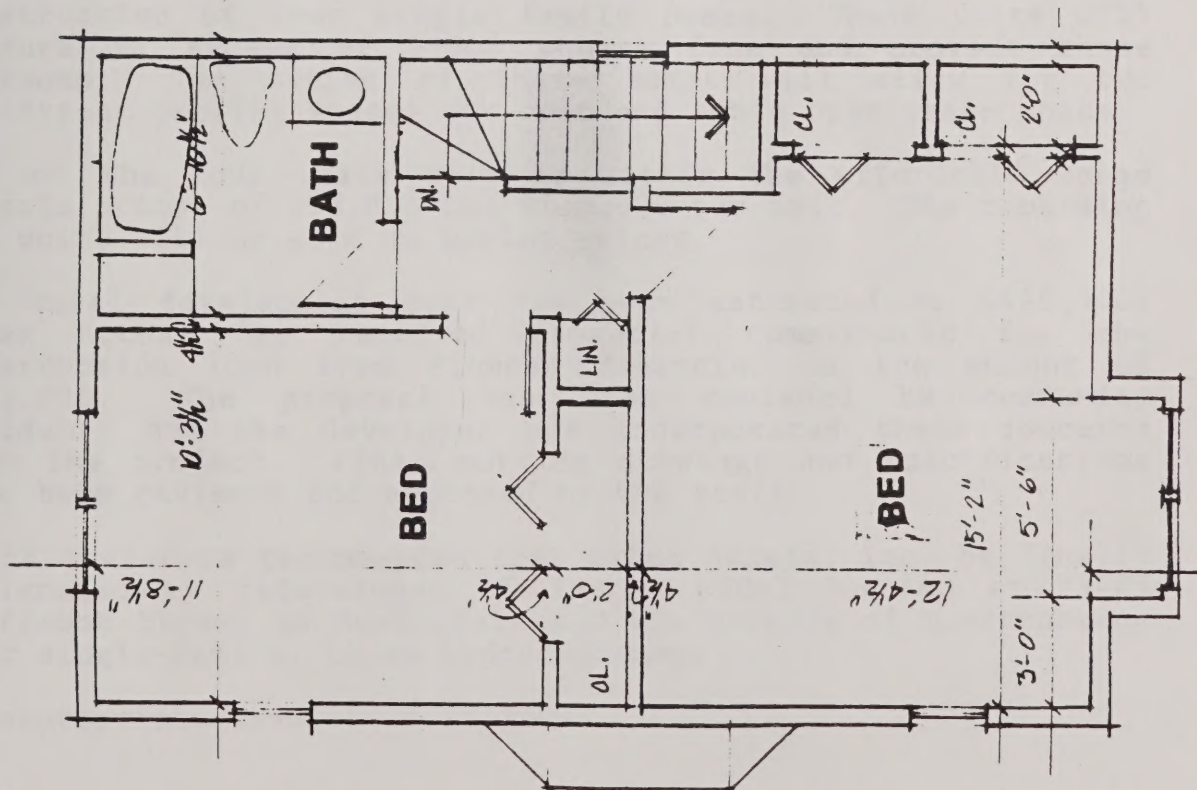
SCALE: 1/8" = 1'-0"



**REAR ELEVATION**







**SECOND FLOOR PLAN**

TO: BOSTON REDEVELOPMENT AUTHORITY AND  
STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR FOR  
NEIGHBORHOOD PLANNING AND DEVELOPMENT

SUBJECT: SOUTHWEST CORRIDOR PARCEL SWC-3, ROSLINDALE,  
FINAL DESIGNATION

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SUMMARY: THIS MEMORANDUM REQUESTS THAT THE AUTHORITY GRANT FINAL DESIGNATION OF AUTHORITY-OWNED VACANT LAND KNOWN AS PARCEL SWC-3 LOCATED AT 73-85 CLIFFMONT STREET IN THE ROSLINDALE SECTION OF THE CITY TO URBAN ACCESS, INC. OF BOSTON, MASS.

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The Authority acquired this parcel and others along the Southwest Corridor in Roslindale and Hyde Park from the State Department of Public Works in December 1986.

On February 11, 1988, Urban Access, Inc., a minority-owned firm located at 230 West Canton Street, Boston, Mass., was tentatively designated as redeveloper of Parcel SWC-3, a vacant parcel of land containing 24,290 sq. ft. on Cliffmont Street in the Roslindale section of the City.

Urban Access, Inc.'s development proposal calls for the construction of four single family homes. These units will measure in excess of 1,500 square feet and provide three bedrooms. The siting of these homes will allow for two off-street parking spaces per unit and ample open green space.

Two of the four units will be within the affordable range at sale prices of \$95,000 and \$110,000 per unit. The remaining two units will be sold at market prices.

The total development cost has been estimated at \$496,000. Urban Access has received financial commitment for the construction loan from Pioneer Financial in the amount of \$461,000. The proposal has been reviewed by community residents and the developer has incorporated their concerns into the project. Final working drawings and specifications have been reviewed and approved by the staff.

It is therefore recommended that Urban Access, Inc. be finally designated as redeveloper of Parcel SWC-3 located at 73-85 Cliffmont Street in Roslindale for the purpose of constructing four single-family, three bedroom homes,

An appropriate resolution follows: